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-1-

hours), the actual recovery is still 70%.
 F.Supp. 307 (D.S.C. 1994). Measured against the theoretical maximum of 60 work days (480 hours). That is what is being paid here and was paid in *Washington v. Arcap Industries, Inc.*, 866 The 60-day notice period is 8 $\frac{1}{4}$ weeks, and with a five-day work-week that amounts to 340 work means pay for 60 days or pay for the number of days falling within a 60-calendar-day period. Norton and a majority of other courts. The issue involves whether the 60-day backpay provision Memorandum in Support of Settlement, this is full recovery according to the view of Judge Each class member is receiving 340 hours of pay. As spelled out in Plaintiffs'

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between the Union IUE-CWA and the Company Energys. The other litigation besides the

The WARN Act fund was created by the overall settlement of \$7,750,000 for all litigation

It is also reasonable in light of the excellent recovery going directly to the class members.

measured as a percentage fee or as compared to a "lodestar" fee which would probably be higher.

expenses, the \$500,000 fee requested is 24%. As shown below, this is reasonable whether

WARN Act case. That fund is \$2.36 million. Based on the fund amount of \$2.06 million net of

costs and expenses of \$300,000 to be paid from the common fund created by settlement of this

Class counsel petition the Court to approve an award of attorneys' fees of \$500,000 and

PLAINTIFFS, PETITION FOR ATTORNEYS' FEES AND COSTS

) Defendant.)

)) ENERGYS, INC.)

)) -vs.-)

)) Plaintiffs,

)) JOHN LEVY,

)) IUE-CWA, AFL-CIO, its Local 175, and

) Case No. 3:01-4766-10

LARRY W. PROPS, CLERK
CHARLESSTON, SC

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

JUL 14 2004

FILED

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involving Enersys, \$400,000 for employer-side FICA payments, and \$100,000 as reserve for case, \$300,000 for other expenses and fees incurred by U.E.-CWA in the various controversies money is \$500,000 requested as fees and \$300,000 requested as expenses in the WARN Act approximately \$3.35 million from the NLRB case, as approved by the NLRB. The additional approximately \$1.55 million in this proposed WARN Act settlement, explained below, and employees will receive direct payments totaling approximately \$6.15 million. This consists of approximately \$1.25 million from the Ginsbaring arbitration, based on the arbitrator's award, The overall settlement amount of \$7,750,000 is being allocated as follows:

almost immediately over calculation of "Ginsbaring," a production bonus plan created by the representative in 1995, contentious negotiations resulted in a contract in 1998. A dispute arose

plant. After the Union won a contested election and was certified as collective bargaining

The conflict dates back to the beginning of the Union's effort to organize the Sumter

laws.

This case was the culmination of a series of bitter battles between the Plaintiff Union and the defendant Company. In order to achieve the results in this case, plaintiffs had to overcome strong resistance of defendant and its then counsel. That resistance, it is now clear, included concealing or falsifying evidence, firing union officials, and repeatedly violating federal labor

settlement in full context.²

WARN Act cases include an arbitration over a bonus plan (the "Ginsbaring" arbitration) and an NLRB case. These cases are not directly within this Court's jurisdiction but the Court is being informed about the overall settlement because the class members in this case are also receiving payments under other parts of the settlement, and to enable the Court to review the WARN Act

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Under the WARN Act, these recent hires did not count in determining when the mass layoffs began, because the Act specifically excludes employees of less than 6 months (who are defined as "part-time employees") from being counted in determining WARN Act coverage.

29 U.S.C. § 2101(a).

(3) *EnerSys, Inc. v. International Union*, C.A. No. 3:02-622-22 (D.S.C. Oct. 23, 2003)(Court, J.).

(2) *EnerSys, Inc. v. International Union*, C.A. No. 3:01-3387-22 (D.S.C. Nov. 25, 2002)(Court, J.).

(1) *Yusasa, Inc. v. International Union*, C.A. No. 04-99-2003 (D.S.C. Nov. 23, 1999), rev'd, 224 F.3d 316 (4th Cir. 2000), cert. denied, 531 U.S. 1149 (2001), on remand, Order of Jan. 25, 2001 (Court, J.).

The mass layoffs and the plant closing gave rise to this WARN Act case. This case was filed in December 2001 by the Union and John Levy, one of the bargaining unit employees. The complaint alleged that the Company had failed to give the 60-day notices required by the WARN Act.

Sumter plant finally closed.

The Company had a bargaining unit workforce of approximately 400 regular employees as of mid-April 2001. At that point, the Company began laying off the regular employees in waves over the next six months. In November 2001 the few remaining employees were terminated as the

Board. After investigation, the NLRB issued a broad complaint and began proceeding to trial. Over the next several years, Company activities, especially repeated firing of Union officials, led the Union to file numerous unfair labor practices with the National Labor Relations

Commission. The Company began mass layoffs in early 2001. After laying off recent hires, the

arbitration awards in the Union's favor, each of which was challenged by the Company and upheld in this Court, collective bargaining agreement. The dispute went to arbitration and eventually resulted in three

Indeed, the Company and its former attorneys are embroiled in litigation over who is to blame for the violations. *Energy's Delaware Inc. v. Jackson Lewis LLP*, C.A. No. 2004-CP-23-2685 (Greenville County Court of Common Pleas).⁶

⁵ He was promptly ordered reinstated by the arbitrator, but the Company refused to comply until this Court upheld the award in 2002. *Energy, Inc. v. International Union, C.A. No. 3:01-3387-22 (D.S.C. Nov. 25, 2002)(Court, J.)*.

Answer, attached to Motion for Permission to File Amended Answer, Oct. 29, 2003.⁶ Of recognition may have violated the National Labor Relations Act." ¶ 18 of proposed Amended

that, "the Union was the certified bargaining agent," at all material times, and that the withdrawal examined in this Court, the Company on October 29, 2003 moved to amend its answer to admit two years that its withdrawal of Union recognition had been valid and could not even be

to have been illegal because it was procured by the Company. After the Company maintained for withdrawal of recognition, which came to be at the heart of the WARN Act case, is now known

petitions from a majority of employees rejecting the Union as their representative. The bargaining representative. The Company claimed it was doing so because it had received in June 2001 that it was unilaterally withdrawing recognition of the Union as collective

negotiations were ostensibly proceeding over a new contract, the Company suddenly announced including the Local president.⁵ The 1998 collective bargaining agreement expired. Then, while Gainsharing bonuses continued. As the year wore on, the Company fired several Union officials

entity was renamed Energy, Inc. As 201 began, the arbitration and litigation over the In late 2000, there was a management buyout of what was then Yasasa, Inc., and the new

events that took place in the months before the plant closing.

However, to understand the WARN Act case, it is necessary to take note of some other

Act to employees who were affected by either the mass layoffs or the plant closing.

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The opt-out and objection periods have now closed. No opt-outs or objections have been received.

approximately 200 former employees of Enersys.

First class mail notice has been sent to each class member. In addition, a newspaper ad was placed in the Sumter Daily Item, and a mass meeting was held in Sumter attended by approximately 200 former employees of Enersys.

No objection from class members

the courts for measuring a reasonable award.

outcome reflect fully support the request for fees and expenses, and satisfy the factors laid out by

Class counsel submit that the eventual outcome and the efforts it took to achieve that

prevailing in this WARN Act case was a great challenge to plaintiffs' counsel.

"Novelty and difficulty of the questions involved." See pages 8-11. Suffice it to say here that

The details of the WARN Act case will be spelled out in the section below entitled

which made it possible to achieve these other aspects of the overall settlement.

relief on the claims that were before the NLRB. To a large extent, it was this WARN Act case overall settlement contains full relief for the Gainsharing arbitration claims, as well as excellent portions of the settlement are not directly within this Court's jurisdiction, it is noteworthy that the

excellent WARN Act relief to every eligible class member. Moreover, although the other

Company's plan and tactics. The result is the settlement now before the Court, which gives

the earlier conflicts described above. Eventually, plaintiffs were able in this case to uncover the

Once the WARN Act case began, it was fought with the same tenacity that characterized

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(Richland Co., June 10, 2002). Similarly, Hon. Allison R. Lee of the Richland County Court of Common Pleas recently approved a common fund percentage fee which included a portion that the defendant paid as statutory attorney's fee. *Littlegeld v. South Carolina Forestry Comm.*, No. 96-C-40-3447

U.S. 82 (1990). Plaintiff's to settle claims for statutory attorneys' fees as well as damages does not diminish the plaintiff's liability for fees; rather, it is in effect a credit toward the common fund and toward the plaintiff's obligation to pay class counsel. See *Venegas v. Mitchell*, 495 U.S. 82 (1990).

fee unless the suit succeeded in obtaining recovery for the class. Therefore, a fee based on a percentage of the class recovery is appropriate. The fact that the defendant is paying the fee unless the express understanding that there would be no Supreme Court. This case was undertaken with the understanding that the U.S.

The two types can co-exist, as in this case and as has been approved by the U.S.

fee from a common fund to Mr. DeRmer and other and other lawyers in *Edmonds v. United* cases. For example, the court stated a preference for this method when it awarded a percentage This district has typically used the percentage method of calculating fees in common fund by a class of litigants to its own counsel, usually based on a percentage of the fund or recovery. The other party, usually based on a "lodestar," i.e., hours times rate; (2) a common fund fee paid to the other party, usually based on a "lodestar," i.e., hours times rate; (2) a common fund fee paid to

Condron, 354 S.C. 634, 583 S.E.2d 430 (2003).

principles. *Brown Data Systems, Inc. v. Lott*, 297 S.C. 382, 377 S.E.2d 296 (1989), *Ex parte Barber v. Kimball's Co.*, 577 F.2d 216 (4th Cir. 1978). The state courts follow similar based on common fund principles and supported by the factors set forth in the well-known case *Grace & Co.*, C.A. No. 2:87-1860-8 (D.S.C. Dec. 21, 2001). That case awarded a percentage fee state. They have been recently applied by Judge Blatt in *Central Wesleyan College v. W.R.*

The standards for awarding fees are well-known in the federal and state courts of this

Standards for awarding fees

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1. Time and labor required.
2. Novelty and difficulty of the questions involved.
3. Skill required to perform the legal services properly.
4. Preclusion of other employment.
5. Customary fee.
6. Continuing nature of the matter.
7. Time limitations imposed by the circumstances.

Inc., 577 F.2d 216, 226 (4th Cir. 1978), also applied in *Central Wesleyan College*:

set forth 12 specific factors guiding the determination of a reasonable fee. *Barber v. Jimbrell's*,

In addition to ascertaining that the percentage is in the appropriate range, our Circuit has

Twelve-factor test

is getting full or nearly full recovery.

the requested percentage is under 34%, still eminently reasonable. Finally, in this case the class fund, which is at the low end of the typical range. Even if the expenses requested are added in, reasonable, while others ranged from 20% to 50%. The request for fees in this case is 24% of the should be. It reviewed cases and found that some courts used a range of 25% to 33 1/3% as

In *Central Wesleyan College*, at pp. 7-8, the Court also considered what the percentage

attorney's fee award is now favored").

is a common fund in a class settlement, application of a percentage method to calculate an *ABC Television & Appiance Rental, Inc.*, 1999 WL 1027050 (N.D. W.Va. 1999) ("Where there in this circuit. See, e.g. *Strang v. JHM Mortgage Sec. Ltd. Part.*, 890 F.Supp. 499, 502 (E.D. Va. 1995); *Goldenberg v. Marriot P.L.P. Corp.*, 33 F.Supp.2d 434, 438 (D. Md. 1998); *Kidrick v. States, 658 F.Supp. 1126, 1143 (D.S.C. 1987); see also *Central Wesleyan College*, *supra*. In the latter case, Judge cited numerous recent cases doing the same, including decisions by other courts*

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The Company claimed it had satisfied the WARN Act because of certain notices it did difficulties.

statute. In addition to predictable issues of law and fact, however, this case exhibited special

The WARN Act has been called a seemingly straightforward but actually complex

2. Novelty and difficulty of the questions involved.

150 class members.

in office of Deffner, Altman & Wilborn, has spent substantial amounts of time talking to at least 400 hours, and Peter Wilborn has approximately 200. In addition, Guadalupe Diaz, a paralegal this case is over 1500 hours, with more to come. Deffner has nearly 900 hours, Koslow has over As shown by the declarations of Armand Deffner and Stephen Koslow, attorneys' time in

agency issues relating to the National Labor Relations Board.

to enforce a subpoena in the Southern District of New York), and dealing with administrative memoranda, extensive factual investigation, discovery, motions (including ancillary proceedings process has occupied a good part of a third year. The time was spent in legal analysis and

This case was intensively litigated for two years before settlement, and the settlement

1. Time and labor required.

These will now be reviewed in turn.

8. Amount involved and results obtained
9. Experience, Reputation and ability of counsel
10. Undesirability of the case
11. Nature and length of the professional relationship
12. Awards in similar cases

-9-

This Court held that the merits of the Company's reason for closing the plant was not at issue in this case except insofar as it bore on the issues of timing and pretext.

8

Morgan Stanley in New York. Only after this Court entered its Orders and a district judge in Plaintiffs' discovery from Morgan Stanley was resisted both by Energy in this Court and by several Orders authorizing the discovery, denying reconsideration, and reiterating its directions.⁸

The Company resisted this discovery at every step. This Court was required to enter

owner, the Wall Street firm of Morgan Stanley.

internal financial and other records of the Company and its investment banker and principal Company's stated reason of a sudden market decline was a pretext that would be contradicted by

shutdown at least since the management bought in late 2000. The Union believed that the

Plaintiffs alleged these notices were deceptive, and that the plant had been slated for

of an unexpected sudden decline in the market for a certain line of batteries.

closing. The Company asserted that it was only later that it decided to close the plant, because certain early mass layoff notices, which said the layoffs were temporary and the plant was not

temporary or permanent and whether a plant is being closed. Here, the Company did issue

The WARN Act requires that any notices of mass layoffs say whether the layoffs are

a) The timing of the decision to close the plant.

bargaining agent.

close the plant, and (2) the Company's withdrawal of recognition of the Union as collective
comply with the Act. These were two main issues: (1) the timing of the Company's decision to
issue. In order to prevail, plaintiffs had to show that these notices did not comply or substantially

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irrelevant in this WARN Act case.

NLRB unfair labor practice issue, that it was preempted by NLRB jurisdiction, and was about the circumstances. The Company resisted this discovery on the ground that this was an The plaintiffs alleged the withdrawal of recognition was illegal and sought discovery

the WARN Act.

ignored the Union but sent some notices directly to employees and claimed this complied with Company withdrew recognition of the Union as collective bargaining agent. Thereafter, it there is one, but otherwise to the individual employees. In June 2001, as noted above, the The WARN Act provides that notice goes to the collective bargaining representative if

b) Withdrawal of Union recognition

follow-up questions throughout the course of each deposition. consultant also attended all these depositions so that he could actively guide counsel in directing prepare for all the depositions in New York City and Reading, Pennsylvania. The expert is financial analyst and expert in corporate management and finance. This expert helped counsel familiarity with complex issues of corporate finance. In this effort, plaintiffs retained a CPA who to get and how to get it, and then analyzing the information required plaintiffs' counsel to gain Getting access to this information was not the only problem. Knowing what information and New York (the Morgan Stanley partner in charge of EnerSys). Stanley, and were able to depose key witnesses in Sumter, Reading, Pa. (EnerSys top officials), Plaintiffs obtained thousands of pages of documents from the defendant and from Morgan New York entered an Order enjoining plaintiffs' subpoena could this discovery go forward.

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The expenses in this case were large especially because of the need to retain the services of the financial expert, who helped prepare for and attended all the depositions in New York and Pennsylvania, as well as analyzing the thousands of pages of documents provided by

⁹

This case required expertise in many areas of the law, including the substantive issues under the WARN Act, administrative law issues relating to the NLRB, and procedural expertise. The discovery issues required great investigative skill. In addition to the lawyers, plaintiffs also relied heavily on the services of an expert in corporate management and finance.⁹ All these

disputes. Plaintiffs also believe that the WARN Act case was the linchpin that made it possible — made it possible to achieve an excellent settlement of the WARN Act as well as the other — the plant-closing decision, and the misconduct involved in the claimed withdrawal of recognition that pursuing these two matters — the internal Company records as an indicator of the timing of issues like these made this case exceptionally difficult for plaintiffs. Plaintiffs believe

3. Skill required to perform the legal services properly.

that the withdrawal of recognition was invalid. operators and learn the truth. At that point the Company moved to amend its answer to admit hearing and Order by this Court that plaintiffs were able to uncover the secret Company recognition, the Company kept resisting. It was only after repeated motions and an emergency that the Company entered its Orders compelling discovery on the withdrawal of

discovery.

Involvement led to complex negotiations and orders relating to the permissible scope of issue, with the potential for an interlocutory appeal over the discovery issues. The NLRB's eventually this issue resulted in the NLRB's participating in this case over the discovery

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the defendant and by Morgan Stanley.

expectation of compensation unless the case was successful.
most of the expenses were borne by the Union. The firm has expended over 1000 hours with no
For the firm of DeRherer, Altman & Wilborn, this case was entirely contingent except that

6. Contingent nature of the matter

percentage is still under 34%.
or higher. Here the fee is 24% of the fund, and even if expenses are combined with fees, the
As noted above, the customary fee in a common fund case ranges from 25% to 33 1/3%

5. Customary fee

made it harder to pursue other major matters at the same time.
Other employment was not precluded, but the intensity and time pressure of this litigation

4. Preclusion of other employment

of withdrawal of union recognition out of this case.
former General Counsel of the NLRB, with the firm of Kirkland & Ellis, to help it keep the issue
of Wall Street giant Morgan Stanley, with its own attorneys. The defendant also retained a
most experienced in defending labor law claims. This defense was augmented by the resources
Plaintiffs were opposed by a premier law firm of several hundred lawyers, among the
issues were inter-related and increased the need for expertise in the many areas involved.

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As of early 2003, the Company had offered to settle all the cases for \$3,000,000. This

a 20-year employee.

settlement will exceed \$10,000 for a ten-year employee, and will approach or exceed \$20,000 for

employment by EnerSys and its predecessor companies. Thus, the total benefits under this

settlement. The NLRB portion of the settlement will pay each employee \$50+ for each month of

noting that every class member in this case is also benefiting from other portions of the overall

while the other portions of the overall settlement are not before this Court, it is worth

money for medical benefits, and pre-judgment interest.

for approximately 400 employees. It includes 100 cents on the dollar for the basic claim, added

members for the WARN Act is an estimated \$1.5 million. This is based on an average of \$3700

approves this request for fees and expenses, that means the amount going directly to class

The total amount allocated to the WARN Act is approximately \$2,300,000. If this Court

before this Court (the arbitration award and the NLRB case).

The total of the overall settlement is \$7,750,000, which includes settling matters not

plant and who was terminated for non-disciplinary reasons.

includes every employee who was actively working during the last six and one-half months of the

deduction for attorneys' fees or costs. The class has been defined as broadly as possible. It

As noted, the WARN Act relief is full or nearly full relief for the class. There is no

8. Amount involved and results obtained

See No. 4 above.

7. Time limitations imposed by the circumstances

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an International Union.

Department of Justice, in private practice representing management, and now as staff counsel for

extensive trial and appellate experience with the National Labor Relations Board, United States

Mr. Koslowsky is one of the most experienced labor lawyers in the country. He has had

For dice.

for Public Justice, for work in a Mississippi higher education desegregation case, Ayers v.

). In 2002 he and three other lawyers were named Trial Lawyer of the Year by Trial Lawyers

fees in Grass Roots Leadership v. Beasley, C.A. No. 3:950345-0 (D.S.C. July 30, 1997) (Perri,

appellate courts. He has been recognized as an outstanding attorney by this Court in awarding

of the United States, the South Carolina Supreme Court, and other state and federal trial and

Bars, and have been for many years. Mr. Dernher has won cases in this Court, the Supreme Court

Both main counsel, Armand Dernher and Stephen Koslowsky, are recognized leaders of their

9. Experience, Reputation and Ability of counsel

here, and vindicates the employees who were the victims of the violations.

often suspected in anti-Union campaigns but are rarely discovered. That is an important result

In addition to the monetary results, this case has revealed unconscionable tactics that are

the earlier proposal.

more than twice the earlier proposal, and the Gainsharing amount is also substantially more than

Act is therefore three times the earlier figure. In addition, the NLRB portion of the settlement is

offer apparently included \$500,000 for the WARN Act. The actual settlement for the WARN

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10. Derrimer's Declaration indicates he has been approved by another federal court at approximately \$400 per hour. Koslows Declaration cites Washington, DC, standard rates for fee awards at a range of \$550.

Conclusion

more to come) would be \$600,000-675,000.¹⁰ If the old rate were used in this case, the total lodestar for the more than 1500 lawyer hours (with year old rate) would be \$450,000-\$525,000. Even if that 17-hour¹¹ "Edmonds v. United States, 658 F.Supp. 1126, 1141 n.30 (D.S.C. 1987). Even if that 17-hour complex class action¹², would require utilizing an hourly rate of \$400-\$450 per professional 1987, in the Edmonds Order, the Court noted that calculating an effective hourly rate for a appropriate range. Even adding the expense requests brings the percentage up to less than 35%. Numerous cases all reflect that this request of 24% of a fund is at the low end of the fee were computed on a "lodestar" basis, it would likely produce a greater fee. In

12. Awards in similar cases.

Union or the class before becoming involved in the IUE-CWA v. Enersys litigation. representative of the class members. Derrimer, Altman & Wilborn had no relationship with the Mr. Koslows is staff counsel for plaintiff IUE-CWA, which was but is no longer the union

11. Nature and length of the professional relationship

This case was contingent and it was on behalf of a Union in a state where unions are not popular. Undesirability of the case

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July 14, 2004
Charleston, South Carolina

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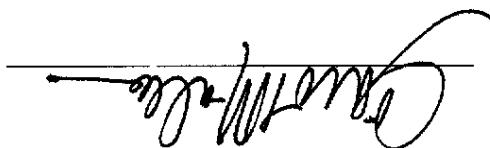
Respectfully submitted,

or nearly full recovery.

and expenses is a reasonable amount, especially when it still leaves the class members with full

Petitioners submit that the requested amount of \$500,000 for fees and \$300,000 for costs

041fimalepetition.jul1304.wpd



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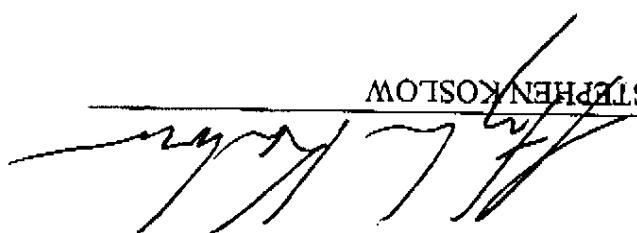
Postage prepaid, this 14th day of July, 2004, addressed to:

I hereby certify that the foregoing Plaintiffs' Petition for Attorneys' Fees and Costs has been served upon the following counsel of record by placing same in the United States Mail,

JOHN LEVY,
IUE-CWA, AFL-CIO, its Local 175, and
Case No.: 3:01-4766-10

CERTIFICATE OF SERVICE
Plaintiffs,
-vs.-
ENERSYS, INC.,
Defendant.

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION


STEPHEN KOSLOW

Executed at Washington, DC, on July 12, 2004.

incurred in, and were reasonable and necessary to the litigation of this case.

5. The expenses listed on the attached spreadsheet, totaling \$251,514.00, were all

as Willbom, I am counsel to the plaintiffs in this case.

Communications Workers of America, AFL-CIO. Along with the law firm of Diermer, Altman

Salardi, Macchione & Furniture Workers, AFL-CIO, now UBE-CWA, a division of the

2. I am in-house counsel with the International Union of Electronic, Electrical,

petition for recovery of expenses incurred in the litigation of this case.

1. Pursuant to 28 U.S.C. § 1746, I make this declaration in support of plaintiffs'

EXPENSES

IN SUPPORT OF PLAINTIFFS' PETITION FOR RECOVERY OF LITIGATION DECLARATION OF STEPHEN KOSLOW

Defendant)

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ENERSYS, INC.,

-vs.-

Plaintiffs,

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JOHN LEVY,
UBE-CWA, AFL-CIO, its Local 175, and
Case No. 3:01-4766-10

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

1

EXHIBIT

IUE-CWA EXPENSES

C.A. No. 3:01-4766-10

JUE-CWA, ET AL., V. ENERSYS, INC.

PROVIDER	DESCRIPTION	INVOICE BILLING DATE	AMOUNT
Inn At Reading	Inn At Reading	Dep. Room	11/11/2003
Inn At Reading	S.Koslow's travel exp.	11/21/2003	504
Fairfield Inn	S.Koslow's travel exp.	10/31/2003	417
Cingular	Galliaard cell phone	01/27/2004	59
William Want	Galliaard cell phone	12/27/2003	45
The Sumter Item	Meeting Notice	11/18/2003	248
The Sumter Item	Meeting Notice	11/18/2003	99
DEP. Transcript	Dep. Transcript	01/05/2004	700
DEP. Transcript	Dep. Transcript	01/06/2004	1297
UUE-CWA	Copyring	11/07/01-07/07/04	8625
Roger Doolittle	Leggal	12/01/2003	2044
Sumter Item	Meeting Notice	06/09/2004	111
Cingular	Galliaard cell phone	04/27/2004	280
Cingular	Galliaard cell phone	05/27/2004	299
Cingular	Galliaard cell phone	06/27/2004	79
Cingular	Galliaard cell phone	06/27/2004	251,514.00

B
EXHIBIT

Box 351 • Westmont IL 60559 • Phone 630-964-5030

date	time	description
10/20/03	1	Miscellaneous
10/21/03	2	Gavant Q's review docs
10/22/03	2	Review Docs, internet research, discussions
10/24/03	3	Review Docs, Fry Dep
10/25/03	2	
10/26/03	0	
10/27/03	0	Drive to SC (n/c for time, 12 hrs)
10/28/03	15	Work on and meet w Stephen re Gavant dep
10/29/03	10	Dep's
10/30/03	10	Dep's
10/31/03	0	Drive Penn (n/c for time 8 hrs)
11/01/03	2	Miscellaneous inc discuss w Stephen
11/02/03	6	
11/03/03	8	Meet w energies re docs
11/04/03	12	Work on new docs from energies
11/05/03	12	Dep McMains Zuidema
11/06/03	13	Dep Zuidema Gavant
11/07/03	8	Dep Gavant Fries
11/08/03	0	Drive Chicago 11 hrs n/c
Total	106	*\$180/hr
		Expenses on trip to SC Penn
		Less 106x\$60 deferred fee payment (6,360)
		Expenses requested at this time \$16,118
		Total fee requested at this time 922.95
		Milage (2637 x .35) 417.36
		Hotel SC 760.00
		Per Diem 19 days @40 121.50
		Hotel Penn 10/31 1149.38
		Tolls 26.75

LEEB ASSOCIATES INC
November 10, 2003

Dear Stephen,

Via fax
Re Energies complaints
IUE-CWA
Stephen Koslow

Here is our billing for the 3 weeks ended Sat, November 8, 2003

Box 351 • Westmont IL 60559 • Phone 630-964-5030

10/24/03

DR

apparel

\$8335.91

~~\$8.820~~
~~2,478~~
~~2,473.91~~
~~(2,940)~~

Total fee requested at this time

Total $49 \times \$180/\text{hr}$ $= \$8,820$
 Expenses on trip to Washington and NY for Fry Dep
 Less \$9x\$60 deferred fee payment

date	time	description
10/04/03	5	Drive to DC (n/c 4 time) Meet w Stephen/Armand re Fry dep
10/05/03	12	Sort and read Morgan Stanley Docs with Stephen re Fry dep
10/06/03	10	Sort and read Morgan Stanley Docs with Stephen re Fry dep
10/07/03	7	Drive NY (n/c 4 time) prepare for
10/08/03	9	Depose Fry Drive to DC (n/c 4 time)
10/09/03	2	Work on DB re Fry/Gavant drive Chicago (n/c 4 time)
10/14/03	1	Misc re Fry exhibits
10/15/03	1	Misc re Fry exhibits
10/16/03	2	Misc re Fry
10/17/03	0	Misc re Fry
10/18/03	0	

Here is our billing for the 2 weeks ended, Sat, October 18, 2003

Dear Stephen,

Via fax
 Re Energy's complaints
 IUE-CWA
 Stephen Kosalow

LEEB ASSOCIATES INC
 Monday, October 20, 2003

Box 351 • Westmont IL 60559 • Phone 630-964-5030

10/6/03
10/7/03
10/8/03

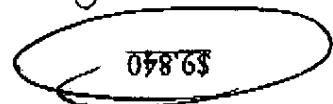
\$9840

4290

\$14,760

Total required at this time

Less \$2x\$60 deferred payment



Total for Gene	82	x \$180/hr
09/27/03	12	Sort and read Morgan Stanley Docs, exhibits
09/28/03	8	Sort and read Morgan Stanley Docs, exhibits
09/29/03	9	Sort and read Morgan Stanley Docs, exhibits
09/30/03	7	Sort and read Morgan Stanley Docs, exhibits
10/1/03	9	Sort and read Morgan Stanley Docs, exhibits
10/2/03	9	Sort and read Morgan Stanley Docs, exhibits
10/3/03	6	Sort and read Morgan Stanley Docs, exhibits

Here is our billing for the 2 weeks ended, Friday, October 3, 2003

Dear Stephen,

Via fax
Re Energy's complaints
IUE-CWA
Stephen Koslow

Friday, October 3, 2003
LEEB ASSOCIATES INC

Box 351 • Westmont IL 60559 • Phone 630-964-5030

Feb 2003
WNA
HIS
the
9/24/03
apparel

\$111.60

5580
\$16,740

Total requested at this time

Less \$60 deferred payment

date	time	description	Total for Gcne	93	x \$180/hr
09/20/03	8	Sort and read Morgan Stanley Docs			
09/18/03	12	Exhibits, Subpoenas			
09/17/03	9	Exhibits, Subpoenas			
09/16/03	9	Sort and read Morgan Stanley Docs			
09/15/03	10	Sort and read Morgan Stanley Docs			
09/13/03	6	Sort and read Morgan Stanley Docs			
09/12/03	7	Sort and read Morgan Stanley Docs			
09/10/03	9	Exhibits			
09/09/03	9	Sort and read Morgan Stanley Docs, Start exhibits			
09/08/03	4	Sort and read Morgan Stanley Docs			
09/06/03	6	Sort and read Morgan Stanley Docs			
09/05/03	6	Sort and read Morgan Stanley Docs			

Here is our billing for the 2 weeks ended, Saturday September 20, 2003.

Dear Stephen,

Stephen Kosalow
IUE-CWA
RC Energy's complaints
Via fax

Tuesday, September 23, 2003
LEEB ASSOCIATES INC

Box 351 • Westmont IL 60559 • Phone 630-964-5030

~~# zero~~ ~~zero~~ ~~signs~~ ~~is~~
~~zero - plus~~ ~~plus~~ ~~eq~~
soft - ~~soft~~

\$10.560

5,280
\$15,840

Date	Description	Time	Total for Gmc	88	x \$180/hr	Less 88x\$60 deferred payment	Total requested at this time
08/16/03	Start to sort Morgan Stanley Docs	6					
08/17/03	Sort to sort Morgan Stanley Docs	4					
08/18/03	Sort and read Morgan Stanley Docs	10					
08/20/03	Sort and read Morgan Stanley Docs	9					
08/21/03	Sort and read Morgan Stanley Docs	7					
08/22/03	Sort and read Morgan Stanley Docs	9					
08/23/03	Sort and read Morgan Stanley Docs	7					
08/24/03	Sort and read Morgan Stanley Docs	9					
08/25/03	Sort and read Morgan Stanley Docs	9					
08/26/03	Sort and read Morgan Stanley Docs	8					
08/27/03	Sort and read Morgan Stanley Docs	9					
08/28/03	Sort and read Morgan Stanley Docs	8					
08/29/03	Sort and read Morgan Stanley Docs	9					
09/01/03	Sort and read Morgan Stanley Docs	5					
09/02/03	Sort and read Morgan Stanley Docs	8					
09/03/03	Sort and read Morgan Stanley Docs	8					
09/04/03	Sort and read Morgan Stanley Docs, conference	4					

Here is our billing for the 3 weeks ended, Thursday September 4, 2003, Friday and Saturday of this week will be on next bill:

Dear Stephen,

Via fax
RE Energys complaints
TUE-CWA
Stephen Kossow

LEEB ASSOCIATES INC
Friday, September 5, 2003

Box 351 • Westmont IL 60559 • Phone 630-964-5030

-
- enough off it all the
- so do enough
- enough around the
- enough of anything
- - enough

date	time	description
02/22/03	12	Advice memo
03/08/03	2	email and internet research
Total for Gene	14	x \$180/hr
		Less 14x\$60 deferred payment
\$2,520		\$40
		Total reduced at this time \$1,680

Here is our billing for the 2 weeks ended March 8, 2003:

Dear Stephen,

Via fax
Re Enquiry's complaints

LEEB ASSOCIATES INC
Saturday, March 8 2003

Box 351 • Westmont IL 60559 • Phone 630-964-5030

date	time	description	Total for Gene	Less 23x\$60 deferred payment	Total requested at this time
02/04/03	6	Various internet research	\$14,940		\$2,960
02/05/03	10	Time line and MS deposition questions, Advice Memo, Cost example			
02/06/03	6	Time line and MS deposition questions, Advice Memo, Cost example			
02/07/03	2	Misc work and phone calls			
02/09/03	10	Time line and MS deposition questions, Advice Memo, Cost example			
02/11/03	4	Internet research, time line			
02/12/03	8	MS dep, and time line various conversations, battery man etc			
02/13/03	8	whole week estimated low.			
02/14/03					
02/17/03					
02/18/03	8	Advice memo			
02/19/03	4	DD section			
02/20/03	4	Advice memo			
02/21/03	9	Advice memo			
02/22/03	12	Advice memo			

Here is our billing for the 3 weeks ended February 22, 2003

Dear Stephan,

Via fax
 RE: Energy's complaints
 IUE-CWA
 Stephen Kloslow

Saturday, February 22, 2003
LEEB ASSOCIATES INC

Box 351 • Westmont IL 60559 • Phone 630-964-5030

date	time	description	Total for Gene	23	x \$180/hr	Less 23x\$60 deferred payment	1,380	Total requested at this time	\$2,760
01/21/03	6	Prep for conference							
01/22/03	6	Prep for conference							
01/23/03	3	Conference w/ Armand & Steve							
01/24-25/03	3	Conference w/ Armand & Steve Prep for day 2, Time line started							
01/26-31/03	4	Interruptions research, various conversations and research							
	4	Various reading, conversations and research							

Here is our billing for the 2 weeks ended February 1, 2003

Dear Stephen,

Via Fax
Re Entries' complaints
IUE-CWA
Stephen Koslowsky

Monday, February 3, 2003
LEEB ASSOCIATES INC

Box 351 • Westmont IL 60559 • Phone 630-964-5030

date	time	description	Total for Game
10/21/02	3	Phone discussion with Stephan re letter to region, review docs, write paragrap	6 x \$180/hr \$1,080
10/22/02	3	Phone discussion with Stephan re letter to region, review documents	

Here is our billing for the 2 weeks ended Nov 1, 2002.

Dear Stephan,

Via fax
Re Energy complaints
IUE-CWA
Stephen Koslow

LEEB ASSOCIATES INC
Friday, November 1, 2002

Box 351 • Westmont IL 60559 • Phone 630-964-5030

Here is our billing for the 2 weeks ended October 18, 2002.

Dear Stephen,

date	time	description	
10/09/02	2	Pre-conference meeting with Peter & Steve	
10/10/02	10	Conference with region	
		Total for Gene	\$2,160
		12	x \$180/hr
			\$2,742
			Requested at this time
			<u>Gasoline</u>
			<u>Rental car</u>
			<u>Airfare</u>
			<u>Hotel</u>
			<u>Livery in Chicago</u>
			<u>16</u>
			<u>119</u>
			<u>268</u>
			<u>89</u>
			<u>90</u>

Stephan Kostow
IUE-CWA
Re-Builders' Complainants
Via fax

LEEB ASSOCIATES INC
Friday, October 18, 2002

Box 351 • Westmoreland IL 60558 • Phone 630-864-5030

<p>Here is our billing for the 2 weeks ended September 14, 2002.</p> <p>Dear Stephen,</p> <p>Stephen Koslow UUE-CWA Re Energies Complaints Via fax</p>	<p>Total for Gene \$1,800</p> <p>date time description</p> <p>Various darts 10 drafting of 9/12/02 letter to Region re minimum tasks necessary various phone discussions with Stephen, Raj Mohan, Jane North and</p>
--	--

LEEB ASSOCIATES INC
Tuesday, July 30, 2002

Box 351 • Westmont IL 60559 • Phone 830-964-5030

*8/12/02
All travel
\$5235*

Total requested at this time

*(286 SW airfare, 130 cab DC, 90 Hwy Chicago = 506)

date	time	description	Total for Gme	Travel expenses
08/07/02	1	Review items sent by Stephen	23 x \$180/hr	
08/08/02	5	Review and preparation for conference w Jane North		Travel (1450 miles x 32¢)
08/09/02	3	Conference w Jane North; discussions with Koslow		Meals
08/11/02	1	Preparation for conference w Raj Mohan		Cash expenses, mostly tips
08/12/02	8	Preparation for conference w Raj Mohan		Total expenses
08/13/02	2	Conference w Raj Mohan / Koslow & Mitchell	\$1095	
08/14/02		Conference w Raj Mohan / Koslow		

Here is our billing for the 3 weeks ended August 17, 2002

Dear Stephen,

Via fax

RE: Energy's complaints
IUE-CWA
Stephen Koslow

LEEB ASSOCIATES INC
Thursday, August 15, 2002

Box 351 • Westmont IL 60559 • Phone 630-964-5030

for analysis
 for CA - 3464
 for HBG - (see)
 for gas up
 numerous NMB
 for
 BAP's for thos.
 Sust - phone do

date	time	description	Total for Michelle
			\$480
Various	4	research acquisition of capacity through merger after 12/31/01	x \$120/hr

Here is our billing for the 2 weeks ended July 27, 2002.

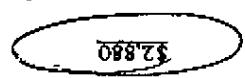
Dear Stephen,

Stephen Koslowsky
 IUE-CWA
 RE Energys Companies
 Via fax

Tuesday, July 30, 2002
 LEEB ASSOCIATES INC

6/26/02
FBI
Appraisal

Please disregard fax



\$2,880

date	Time	do cbs	Total requested at this time
06/12/02	2	Revise subpoena	
05/13/02	6	Revise subpoena	
05/14/02	1	Revise subpoena	\$2,880
05/17/02	1	Prepare for phone conference	
05/18/02	3	Prepare for phone conference	
05/19/02	2	Phone conference with Jisper	
05/19/02	1	Various phone conferences	

Here is our billing for the two weeks ended, June 22, 2002. There was no billing for the previous 2 weeks.

Dear Stephen,

Stephen Koslow
IUE-CWA
Re: Enersys complaints
via email

5/24/02
Appended
25,980

Total	Time	No chg	Description	Date
\$19,260	107	107 x \$180	Total Gene	05/18/02
6,720	56	56 x \$120	Total Michelle	05/18/02
			Total recuperations	05/18/02
			Administrative	05/24/02
	11		White letter	05/23/02
	12		White letter	05/22/02
	9		White letter	05/21/02
	10		White letter	05/20/02
	12		White letter, various	05/19/02
	3		Analysis and preparation of main table	05/18/02
	12		Analysis and preparation of main table, brief meeting w/ Michelle, various phone	05/17/02
	8		Record various documents, Prepare schedule of financial info	05/16/02
	14		Prepare schedule of financial info, various phone with Vicki, Dave, Steve, Michelle	05/15/02
	4		Letters to NLRB, phone with Steve, Michelle	05/14/02
	12		Organize info, letters to NLRB, direct Michelle, Look for BAAAN expert, phone w/ Steve	05/13/02
	1		Administration	05/12/02
			Stephen Koslowsky	
			IUE-CWA	
			Re: Encrys complaints	
			Via email	

Here is our billing for the two weeks ended, May 24, 2002

Dear Stephen,

Gene

Here is our billing for the two weeks ended, May 11, 2002

\$ 720	Gene Leeb, visit Kansas City, 4 hours @ \$180
296	Travel expenses
3,600	Gene Leeb, Meetings with Region, preparation, 16 hours
878	Travel expenses
3,060	Gene Leeb, prepare letter for Region, 17 hours
1,200	Michele Blazek, research BAN, 10 hrs @ \$120
9,754	Total requested at this time

Dear Stephen,

Re: Energys Complaints

via email

IUE-CWA

Stephen Koslows

Here is our billing for the two weeks ended, April 27, 2002
Review and analyze documents, various phone and email communications, organize and prepare
for trial, phone conferences with NLRB.

\$9,300
Total requested at this time
Gene Leeb, 49 hours @ \$180
Michelle Blazek 4 hrs @ \$120
480
\$8,820

Dear Stephen,

Stephen Kroslow
IUE-CWA
RE: Emergys complaints
via email

Box 351 • Westmont IL 60559 • Phone 630-964-5030

20/81/h
→
parrot

۱۲۸۴

5,400

096

084,9\$

Week ended April 6, 2002: review documents, draft subpoena items; various phone and email communications.

Here is our billing for the two weeks ended, April 13, 2002

Dear Stephen,

via email
Re: Energy's complements
IUE-CWA
Stephen Koslow

LEEB ASSOCIATES INC
Thursday, April 18, 2002

CC: Stephen Koslow

Please do a BAP for the Deffner law firm for a witness payment. Please print out and use my email as the authorization for the payment. The case is the WARN Act case number

Subject: Fwd: Enersys
Date: 10/20/03 9:26AM
To: Scott Sommers
Peter Mitchell

Fwd: Enersys
10/20/03 9:26AM
Scott Sommers
Peter Mitchell

BILLS APPROVED FOR PAYMENT

COMMUNICATIONS WORKERS OF AMERICA
501 THIRD STREET, N.W.
WASHINGTON, D.C. 20001

DISTRICT / DEPT.	IUE	DIST / DEPT CODE	015	DATE	October 20, 2003
ADDRESS	1275 K Street, NW, Suite 600 Washington, DC 20005				
VENDOR NO.	VENDOR NAME				
Professional Expenses 1275 K Street (Yuasa/Energys WARN Act Case: 3:01-4-766-10)					
INVOICE NUMBER	INVOICE DATE	DEPT NO.	ACCOUNT NUMBER	EMPLOYEE #	INVOICE AMOUNT
102003	10/20/03	031	5702-150(110)		98.25
INVOICE NUMBER	INVOICE DATE	DEPT NO.	ACCOUNT NUMBER	EMPLOYEE #	INVOICE AMOUNT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
INVOICE NUMBER	INVOICE DATE	DEPT NO.	ACCOUNT NUMBER	EMPLOYEE #	INVOICE AMOUNT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
INVOICE NUMBER	INVOICE DATE	DEPT NO.	ACCOUNT NUMBER	EMPLOYEE #	INVOICE AMOUNT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
INVOICE NUMBER	INVOICE DATE	DEPT NO.	ACCOUNT NUMBER	EMPLOYEE #	INVOICE AMOUNT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
INVOICE NUMBER	INVOICE DATE	DEPT NO.	ACCOUNT NUMBER	EMPLOYEE #	INVOICE AMOUNT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BAP TOTAL					98.25
These invoices have been verified and are in proper order for payment. Approved by: Scott Sommers Paralegal TEL: [REDACTED] FAX: [REDACTED]					
DATE: October 20, 2003 REVISED 4/23					